

INDEXING INSTRUCTIONS:  
Lot 48, Section D, Germanwood  
Plantation Subdivision, lying in  
Section 21, Township 1 South,  
Range 6 West, City of Olive Branch,  
Mississippi, as recorded in Plat Book  
46, Page 10, Chancery Clerk's  
Office, DeSoto County, Mississippi.

### **STORM WATER DRAINAGE EASEMENT**

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we, Stacey Bates and J.B. Bates, III, hereinafter called GRANTORS, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTORS expressly reserve unto themselves, their heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

GRANTEE agrees that as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTORS' property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTORS and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTORS' property, includes compensation for damages, if any, to GRANTORS' property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTORS' property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTORS covenant and warrant that they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

GRANTORS and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTORS; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantors fully understand that they have the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantors hereby waive their right to request the appraisal and convey the real property for the drainage easement herein described to Grantee for the price determined by Grantee's appraiser.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 22<sup>nd</sup> day of March, 2006.

GRANTORS:

Stacey Bates  
Stacey Bates

J.B. Bates III  
J.B. Bates, III

Witnessed by: Janette Howard

GRANTEE:

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: Samuel P. Rikard  
Samuel P. Rikard, Mayor

ATTEST: Judy C. Herrington  
Judy C. Herrington, City Clerk

STATE OF MISSISSIPPI

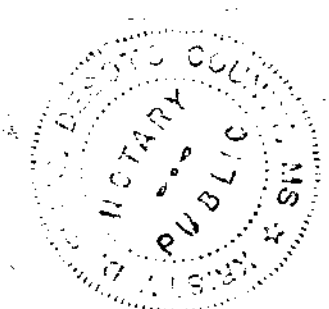
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22<sup>nd</sup> day of March, 2006, within my jurisdiction, Janette Howard, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that she saw the within named Stacey Bates and J.B. Bates, III, whose names are subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed her name as witness thereto in the presence of same.

Janette Howard  
Witness

Kim Ellis  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT 22 2009  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20<sup>th</sup> day of April, 2006, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Michelle M. Staylor  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 24, 2009  
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:  
8345 Westbrook Drive  
Olive Branch, MS 38654  
Res. Tel.: 662-893-4759  
Bus. Tel.: 662-893-4759

Grantee's Address:  
9200 Pigeon Roost Rd.  
Olive Branch, Mississippi 38654  
662-895-9200  
662-895-9200

Prepared by and Return to:  
Bryan E. Dye  
City of Olive Branch  
9200 Pigeon Roost Rd.  
Olive Branch, MS 38654

**J B BATES III  
STACEY BATES  
DEED BOOK 493, PAGE 354**

**EXHIBIT 1**

Being a portion of Lot 48, Section D, Germanwood Plantation, situated in Section 21, Township 1 South, Range 6 West, Desoto County, Mississippi as per plat thereof recorded in plat book 46, Page 10, in the office of the Chancery Clerk of Desoto County, Mississippi and being more particularly described as follows:

**PERMANENT DRAINAGE EASEMENT**

Being a 10-foot wide strip of land with the centerline being the flow line of an existing drainage ditch, draining north to south on subject property, containing 3,000 square feet more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 15-foot wide strip of land parallel and adjacent to the east side of the above described permanent drainage easement and containing 4,500 square feet more or less.